

# EXHIBIT 8

**United States District Court  
Central District Of California**

GINA BALASANYAN, an individual, and  
NUNE NALBANDIAN, an Individual on  
behalf of themselves and all others similarly  
situated,

Plaintiffs,

VS.

NORDSTROM, INC., a Washington corporation; DOES 1-100, inclusive,

Defendants.

Case No.: CV-11-05689-DDD- (JCGx)

**CERTIFIED COPY**

DEPOSITION OF  
BLANCA GONZALEZ

**Location:** 6310 San Vicente Boulevard, Suite 360  
Los Angeles, California 90048

Date: Friday, November 18, 2011 9:29 p.m.

Reporter: Willie Anderson, Jr.,  
Certificate Number 13385



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Gina Balasanyan vs. Nordstrom, Inc.

Deposition of Blanca Gonzalez

1 UNITED STATES DISTRICT COURT  
2 CENTRAL DISTRICT OF CALIFORNIA  
3  
4

5 GINA BALASANYAN, an )  
individual, and NUNE )  
6 NALBANDIAN, an )  
Individual on )  
7 behalf of themselves )  
and all others )  
8 similarly situated, )  
)

9 Plaintiffs, )  
)

10 vs. )

) Case No. CV-11-05689-DDD- (JCGx)  
)

11 NORDSTROM, INC., a )  
Washington corporation;) )  
12 DOES 1-100, inclusive, )  
)

13 Defendants. )  
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## Gina Balasanyan vs. Nordstrom, Inc.

## Deposition of Blanca Gonzalez

<p>1 Deposition of BLANCA GONZALEZ, called as a witness by  2 the Plaintiffs, before WILLIE ANDERSON, JR., Certified  3 Shorthand Reporter Number 13385, for the State of  4 California, with principal office in the County of Los  5 Angeles, commencing at 9:29 a.m., Friday, November 18,  6 2011, at 6310 San Vicente Boulevard, Los Angeles,  7 California.  8 * * *  9 APPEARANCES:  10  11 FOR THE PLAINTIFFS GINA BALASANYAN AND NUNE  12 NALBANDIAN:  13 SCHWARCZ, RIMBERG, BOYD &amp; RADER, LLP  14 BY: SHERLI SHAMTOUB, ESQ.  15 6310 San Vicente Boulevard  16 Suite 360  17 Los Angeles, California 90048  18 (323) 302-9488 x 209  19 sshamtoub@srb-law.com  20  21 FOR THE DEFENDANTS NORDSTROM, INC.:  22 LAW OFFICES OF LITTLER, MENDELSON  23 BY: LARA K. STRAUSS, ESQ.  24 301 West Broadway  25 Suite 900  San Diego, California 92101-3577  (619) 232-0441    APPEARING TELEPHONICALLY:  ROSA FRUEHLING-WATSON, ESQ.    ALSO PRESENT:  Sonseraye Anderson</p> <p style="text-align: right;">Page 2</p>	<p>1 BLANCA GONZALEZ,  2 called as a witness by and on behalf of the Plaintiffs,  3 having been first duly sworn, was examined and  4 testified as follows:  5  6 EXAMINATION  7 BY MS. SHAMTOUB:  8 Q. Good morning.  9 A. Good morning.  10 Q. Could you state your name for the record.  11 A. Blanca Gonzalez.  12 Q. And can you please state your current address  13 and phone number.  14 A. 7204 Coolgrove Drive Downey, California 90240  15 and phone number -- cell phone number (562) 652-6982.  16 Q. And Ms. Gonzalez, have you ever been deposed?  17 A. No.  18 Q. Okay. So before we, actually, get to the  19 question portion of the deposition, which is  20 essentially what a deposition is, I'm going to go  21 through some admonitions. It's the rules of a  22 deposition so you feel comfortable going into the  23 deposition; okay?  24 A. Okay.  25 Q. And at any point you have any questions about</p> <p style="text-align: right;">Page 4</p>
<p>1 INDEX  2 Examination Page  3 By Ms. Shamtoub 4  4  5 PLAINTIFFS' EXHIBITS  6 1 - A Document Entitled "Update To Dispute 23  7 Resolution Program"  8 2 - A Document Entitled "Nordstrom Dispute 30  9 Resolution Agreement"  10 3 - A Document "Declaration Of Blanca 32  11 Gonzalez in Support Of Motion To Compel  12 Arbitration And Stay All Civil Court  13 Proceedings," 3 pages  14  15 QUESTIONS WITNESS INSTRUCTED NOT TO ANSWER  16 Page Line  17 (None.)  18  19 INFORMATION REQUESTED  20 Page Line  21 (None.)  22  23  24  25</p> <p style="text-align: right;">Page 3</p>	<p>1 what I'm saying, please feel free to interrupt me, and  2 I'll clarify something for you; okay?  3 A. Okay.  4 Q. So, basically, in a deposition, I'm gonna ask  5 you a series of questions, and you respond with your  6 answers, and your answers are to the best of your  7 knowledge.  8 A. Okay.  9 Q. So, essentially, one of the main elements of a  10 deposition is that you should not guess. So if you  11 don't know the answer to a question, don't guess.  12 A. Okay.  13 Q. However, if I ask you to make an estimate,  14 please provide me with an estimate.  15 Now, do you understand the difference between  16 an estimate and a guess?  17 A. Yes.  18 Q. For clarification, an estimate would be if I  19 asked you to, you know, look at this table and give me  20 the length and width of this table, you can give me an  21 estimate of that because the table is in front of you.  22 A. Uh-huh.  23 Q. If I was to say what was the length and width  24 of the table in the conference room that's adjacent to  25 our office, you wouldn't be able to tell me because you</p> <p style="text-align: right;">Page 5</p>

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<p>1 haven't seen that table and, therefore, it would be a 2 guess. 3 So, do you see? 4 A. Yes. 5 Q. Okay. Please also refrain from answering 6 with, you know, any hand expressions or nodding your 7 head or anything like that. Please, also, make sure 8 that all of your answers are verbal answers. 9 A. Okay. 10 Q. And if you don't remember something, please 11 say you don't remember. 12 A. Okay. 13 Q. I have the opportunity to come back and ask 14 you questions to try to see if your memory is -- you 15 know, if something comes back to you. 16 A. Okay. 17 Q. If something does come back to you later on -- 18 if I follow up with you and ask you a question later on 19 and you do remember, I'm entitled to what you remember 20 at that time. 21 A. Okay. 22 Q. Okay. So just because you said you don't 23 remember in the past, don't feel like you can't then 24 answer. 25 A. Okay.</p> <p style="text-align: right;">Page 6</p>	<p>1 A. Okay. 2 Q. Do you have any questions? 3 A. No. 4 Q. Now, did you review any documents before 5 coming to the deposition today? 6 A. No. 7 Q. Mrs. Gonzalez, what's your current position? 8 A. I'm the human resources manager for Nordstrom. 9 Q. And how long have you held this position? 10 A. Seven and a half months. 11 Q. Did you work in any other Nordstrom human 12 resources department? 13 A. No. 14 Q. Did Nordstrom roll out a new resolution 15 program -- a new Dispute Resolution Program sometime in 16 2011? 17 A. Yes. 18 Q. And when was the first time you were informed 19 of the change to the Dispute Resolution Program? 20 MS. STRAUSS: Objection. Vague as to time. 21 You can go ahead. 22 THE WITNESS: I don't remember the exact time 23 it was rolled out. 24 BY MS. SHAMTOUB: 25 Q. Okay. Do you know if there was -- in 2011,</p> <p style="text-align: right;">Page 8</p>
<p>1 Q. Sometimes things come back to you; right? 2 A. Okay. 3 Q. Now, have you taken any medications today that 4 might impair your ability to provide the best answers? 5 A. No. 6 Q. And, also, I'd like to remind you that you are 7 under oath, so anything you say here today has the same 8 force and effect as if you were in a courtroom in front 9 of a judge; okay? 10 A. Okay. 11 Q. And during the deposition, the court reporter 12 will be taking down everything that you say. At the 13 end of the deposition, when the deposition is over, 14 you'll receive a copy of the transcript. 15 At that point, you have an opportunity to 16 review your responses and you'll have the opportunity 17 to correct anything you'd like to correct. 18 Now, keep in mind, if you do make any 19 corrections, we are entitled to then comment on those 20 corrections at a later point; okay? 21 A. Okay. 22 Q. So, again, it goes back to please provide the 23 best answers you can, possibly, provide today. If you 24 don't know something, please say you don't know. Don't 25 make any guesses, and that's about it.</p> <p style="text-align: right;">Page 7</p>	<p>1 were there two Dispute Resolution Program roll-outs or 2 were there just -- was there just one? 3 A. There were -- there were two updates to the 4 program. 5 Q. Do you recall when the first one was? 6 A. The first one -- the first one I don't 7 remember the exact time when it was -- when it was 8 rolled out. 9 Q. Do you recall when the second roll-out was? 10 A. The second one was, definitely, in the month 11 of August. 12 Q. Do you recall the differences between the 13 first roll-out and the second roll-out? 14 A. I don't remember the differences. 15 Q. Were employees required to acknowledge receipt 16 of the first roll-out? 17 A. No. 18 Q. Were you informed of the changes to the first 19 roll-out? Let me rephrase that. 20 Were you informed of the changes to the 21 Dispute Resolution Program when there was the first 22 roll-out? 23 MS. STRAUSS: Objection. Vague. 24 You're talking about the one in 2011? 25 MS. SHAMTOUB: She said there were two in</p> <p style="text-align: right;">Page 9</p>

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<p>1 2011, and she doesn't know the date to the first one.  2 BY MS. SHAMTOUB:  3 Q. So when the first roll-out came, were you  4 informed of the changes that were being made to the  5 Dispute Resolution Program, currently, at Nordstrom?  6 A. I don't remember the exact changes to the  7 first one.  8 Q. When the second roll-out came through, which  9 was in August, were you at that time informed of the  10 changes that were being made to the Dispute Resolution  11 Program?  12 A. Yes.  13 Q. Did you receive any writings reflecting those  14 changes?  15 A. Yes.  16 Q. Did you receive any training about the second  17 roll-out?  18 A. Yes.  19 Q. Did you receive any training about the first  20 roll-out?  21 A. I don't know if I would call it training. I  22 think we were just informed that there was an update.  23 Q. What, exactly, were you informed about?  24 A. Just that. That there was an update to the  25 program.</p> <p style="text-align: right;">Page 10</p>	<p>1 Q. Do you know which other Nordstroms it covered?  2 A. I don't know everybody that was on there but  3 definitely LA and Orange County.  4 Q. During that conference call, what were you  5 instructed was your role in the roll-out of the Dispute  6 Resolution Program?  7 A. To provide -- to provide the store with the  8 updated copy.  9 Q. And how were you supposed to do that?  10 A. We provide the managers with the updated copy,  11 and the manager -- or department managers then provided  12 the updated copy to their employees.  13 Q. Was one of your roles to make sure that every  14 employee in the Glendale Galleria Nordstrom signed the  15 Acknowledgement of the receipt of the Dispute  16 Resolution Program?  17 A. Yes.  18 Q. Did you keep track of who signed the  19 Acknowledgement of Receipt?  20 A. Yes.  21 Q. Did you keep track of who didn't sign the  22 Acknowledgement of Receipt?  23 A. Yes.  24 Q. Do you know how many employees of Glendale  25 Galleria didn't sign the Acknowledgement of Receipt?</p> <p style="text-align: right;">Page 12</p>
<p>1 Q. And this was to the first one?  2 A. Uh-huh. Yes.  3 Q. And as to the second one, how were you  4 trained?  5 A. Through a human resources conference call.  6 Q. Who was on that conference call?  7 MS. STRAUSS: Objection. Calls for  8 speculation.  9 You can answer to the extent you know.  10 BY MS. SHAMTOUB:  11 Q. I'll clarify it for you.  12 Was it just human resources managers on that  13 conference call?  14 A. No.  15 MS. STRAUSS: Same thing. It calls for  16 speculation. Sorry.  17 Go ahead and answer.  18 THE WITNESS: No.  19 BY MS. SHAMTOUB:  20 Q. Were there managers on that conference call?  21 A. No. Well, human -- only -- well, as far as  22 managers, just human resources managers.  23 Q. Okay. Was the conference call only specific  24 to the Glendale Galleria Nordstrom?  25 A. No.</p> <p style="text-align: right;">Page 11</p>	<p>1 MS. STRAUSS: Objection. Vague.  2 You can go ahead.  3 THE WITNESS: Two.  4 BY MS. SHAMTOUB:  5 Q. Were you given any goals in the training?  6 A. Any goals?  7 Q. Uh-huh.  8 A. No.  9 Q. For instance, were you -- were you told that  10 the -- were you given a timeframe, like an optimal  11 timeframe, to get the signatures from the employees --  12 the Acknowledgements from the employees?  13 A. No. I don't remember there being, like, a  14 timeframe.  15 Q. Were you instructed what to do if somebody  16 didn't sign the Acknowledgement form?  17 A. Yes.  18 Q. What were you instructed to do?  19 A. For the manager -- whoever the person was that  20 delivered the -- that gave the employee the updated  21 copy, to write that -- that they did give the employee  22 the updated copy on the Acknowledgement form.  23 Q. Were you, also, supposed to indicate that the  24 employee refused to sign the Acknowledgement?  25 MS. STRAUSS: Can you read that one back,</p> <p style="text-align: right;">Page 13</p>

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<p>1 please.  2 (The record was read by the Court  3 Reporter as follows:  4 "Q. Were you, also, supposed to  5 indicate that the employee refused to  6 sign the Acknowledgement?")  7 MS. STRAUSS: You can go ahead.  8 THE WITNESS: No. I don't believe so.  9 BY MS. SHAMTOUB:  10 Q. Do you know, on those two Acknowledgements  11 that you received that you indicated before that were  12 not signed, whether it was indicated that the employee  13 refused to sign the Acknowledgement?  14 A. No.  15 Q. "No," you don't recall or "No," there was no  16 indication?  17 A. No, there was no indication that they refused.  18 Q. Were you instructed to make any statements to  19 the employee if they refused to sign the  20 Acknowledgement?  21 A. Just to -- just letting them know that we  22 would be writing down that we gave them the program on  23 the Acknowledgement form.  24 Q. Were you instructed to let them know that this  25 was simply an Acknowledgement of Receipt?</p> <p style="text-align: right;">Page 14</p>	<p>1 requested an opportunity to review the Dispute  2 Resolution Program prior to signing the  3 Acknowledgement?  4 A. Can you repeat the question.  5 Q. Were you instructed what to do if somebody  6 requested an opportunity to review the Dispute  7 Resolution Program prior to signing the  8 Acknowledgement?  9 A. Yes.  10 Q. And what were you instructed to do?  11 A. To ask them at that time if they had any  12 questions about the program. But, again, the  13 Acknowledgement was just an Acknowledgement of Receipt.  14 So even if they wanted to take it and review  15 it, we were still going to write that we gave them the  16 program because we did.  17 Q. Were you given any instructions about the  18 effect of the Dispute Resolution Program on individuals  19 who are currently involved in litigation?  20 A. No.  21 Q. Were you given any instructions about what to  22 say to employees who were litigating -- so no  23 instructions about employees -- sorry.  24 No instructions about employees that were  25 currently involved in litigation; correct?</p> <p style="text-align: right;">Page 16</p>
<p>1 A. Yes.  2 Q. Were you, also, required to let them know that  3 this wasn't an agreement?  4 MS. STRAUSS: I'm sorry.  5 Can you repeat that.  6 MS. SHAMTOUB: Yeah. That it wasn't an  7 agreement; that it was just an Acknowledgement of  8 Receipt.  9 MS. STRAUSS: Did you say it was or wasn't?  10 MS. SHAMTOUB: Was not -- was not an  11 agreement.  12 THE WITNESS: Yes. We were instructed to let  13 them know that it was only an Acknowledgement of  14 Receipt, the, actual, form that they would be signing.  15 BY MS. SHAMTOUB:  16 Q. Were you aware of the effect on the employee  17 if they refused to sign the Acknowledgement?  18 A. No.  19 Q. Was there any effect on the employee if they  20 refused to sign the Acknowledgement?  21 A. No.  22 Q. Were any employees written up for refusing to  23 sign the Acknowledgement?  24 A. No.  25 Q. Were you instructed what to do if somebody</p> <p style="text-align: right;">Page 15</p>	<p>1 A. No.  2 Q. Were you given any instructions about the  3 effect of signing the Acknowledgement?  4 MS. STRAUSS: Objection. Vague.  5 THE WITNESS: No.  6 BY MS. SHAMTOUB:  7 Q. Other than being told that the Acknowledgement  8 meant that the Dispute Resolution was received by the  9 employee, were you given any indication of what it  10 meant to sign the Dispute Resolution Program?  11 A. No.  12 Q. Employees who signed the dispute -- the  13 Acknowledgement to the Dispute Resolution Program, were  14 they given any increases in wages?  15 A. No.  16 Q. Were they given any perks?  17 A. No.  18 Q. For instance, additional time off?  19 A. No.  20 Q. Reduced hours?  21 A. No.  22 Q. Any additional discounts for purchases?  23 A. No.  24 Q. Were employees who refused to sign the  25 Acknowledgement -- did they receive any disincentive</p> <p style="text-align: right;">Page 17</p>



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<p>1 for refusing to sign the Acknowledgements?</p> <p>2 A. And we didn't have anyone that refused. Just</p> <p>3 to clarify your -- the way you put your question, we</p> <p>4 had two employees that didn't sign it but no indication</p> <p>5 that they refused -- that there was a refusal to sign</p> <p>6 it.</p> <p>7 Q. Okay. Did any employees make any changes to</p> <p>8 the Dispute Resolution Program?</p> <p>9 MS. STRAUSS: Calls for speculation.</p> <p>10 THE WITNESS: Repeat that.</p> <p>11 BY MS. SHAMTOUB:</p> <p>12 Q. Could employees make any changes to the</p> <p>13 Dispute Resolution Program?</p> <p>14 MS. STRAUSS: Objection. Calls for</p> <p>15 speculation. Lacks foundation.</p> <p>16 You can go ahead.</p> <p>17 THE WITNESS: No.</p> <p>18 BY MS. SHAMTOUB:</p> <p>19 Q. Were you instructed that they could make</p> <p>20 changes?</p> <p>21 A. No.</p> <p>22 Q. Were you instructed that they could not make</p> <p>23 changes?</p> <p>24 A. When you say -- what do you mean when you ask</p> <p>25 "changes"? To the actual program itself?</p> <p style="text-align: right;">Page 18</p>	<p>1 roll-out of the Dispute Resolution Program?</p> <p>2 A. I don't remember word by word of all the</p> <p>3 points that we -- that I talked about that day.</p> <p>4 Q. Did you have specific talking points?</p> <p>5 A. Uh-huh. Yes.</p> <p>6 Q. Did you inform them of the effect of signing</p> <p>7 the Acknowledgement?</p> <p>8 MS. STRAUSS: Objection.</p> <p>9 THE WITNESS: No.</p> <p>10 MS. STRAUSS: Vague. You can go ahead.</p> <p>11 Sorry.</p> <p>12 THE WITNESS: No.</p> <p>13 BY MS. SHAMTOUB:</p> <p>14 Q. Did you inform them what to do in the event</p> <p>15 that an employee refused to sign the Acknowledgement?</p> <p>16 A. Yes.</p> <p>17 Q. And what did you inform them to do?</p> <p>18 A. To let their employees know that it was simply</p> <p>19 an Acknowledgement and to write on the Acknowledgement</p> <p>20 form that they did provide a copy of the update to the</p> <p>21 program.</p> <p>22 Q. Did you inform them to write that the employee</p> <p>23 refused to sign the Acknowledgement form?</p> <p>24 A. No.</p> <p>25 Q. So who was supposed to hand the employees the</p> <p style="text-align: right;">Page 20</p>
<p>1 Q. Yeah. Make any changes to the face of the</p> <p>2 document?</p> <p>3 A. No. No. Not that I -- no.</p> <p>4 Q. So after you attended the conference call</p> <p>5 training, were you then required to train the managers?</p> <p>6 A. Yes.</p> <p>7 Q. And how did you train the managers?</p> <p>8 A. Through a department manager meeting.</p> <p>9 Q. And how many managers were present?</p> <p>10 A. I don't remember an exact number.</p> <p>11 Q. Was Mr. Matthew Bodaken present?</p> <p>12 A. Yes.</p> <p>13 Q. And what was the content of the training?</p> <p>14 A. Can you be a little more specific.</p> <p>15 Q. What did you train them on, exactly?</p> <p>16 A. Just how they were to roll it out to their --</p> <p>17 to their managers, to their team.</p> <p>18 Q. Did you cover all the points that you received</p> <p>19 on your conference call?</p> <p>20 A. Yes.</p> <p>21 Q. Was there anything -- any instructions that</p> <p>22 you received that you did not then tell the managers?</p> <p>23 A. No.</p> <p>24 Q. So do you recall, exactly, what were the</p> <p>25 points that you said to the managers regarding the</p> <p style="text-align: right;">Page 19</p>	<p>1 new Dispute Resolution Program?</p> <p>2 A. Their department manager.</p> <p>3 Q. And were the department managers required to</p> <p>4 talk to the employees at the time that they handed them</p> <p>5 the new Dispute Resolution Program?</p> <p>6 A. Yes.</p> <p>7 Q. And what were they required to say to the</p> <p>8 employees?</p> <p>9 A. There were talking points on what to say to</p> <p>10 their employees about the program.</p> <p>11 Q. And do you recall what those talking points</p> <p>12 were?</p> <p>13 A. Not -- not word by word, I don't. Not each</p> <p>14 one.</p> <p>15 Q. Do you remember any of them?</p> <p>16 A. Just the -- that the Acknowledgement was just</p> <p>17 Acknowledgement of Receipt and that there were updates</p> <p>18 to the -- to the Nordstrom Dispute Resolution Program.</p> <p>19 Q. Did they go and -- did they talk about them --</p> <p>20 did they talk to the employees about the specific</p> <p>21 updates to the Dispute Resolution Program?</p> <p>22 MS. STRAUSS: Objection. Lacks foundation and</p> <p>23 calls for speculation. She wasn't there for the</p> <p>24 conversation --</p> <p>25 ///</p> <p style="text-align: right;">Page 21</p>



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<p>1 BY MS. SHAMTOUB:  2 Q. Were they instructed --  3 MS. STRAUSS: -- they had with --  4 MS. SHAMTOUB: Sorry.  5 BY MS. SHAMTOUB:  6 Q. Were they instructed to speak to the  7 attorney -- to speak to the employees about the  8 specific changes to the Dispute Resolution Program?  9 A. There were -- I'd have to see the talking  10 points, but whatever was on the talking points is what  11 they were instructed to talk to them about.  12 And there were -- there were talking points in  13 regards to what was updated, but I don't recall right  14 now, exactly, what that said on the talking points.  15 Q. Did any of the managers express that they did  16 not understand their role in the roll-out of the  17 Dispute Resolution Program?  18 A. No.  19 Q. And how many department managers are in your  20 location?  21 A. An estimate, we have about 25 managers.  22 Q. And did you train all of them?  23 A. They're not -- not every single manager within  24 the meeting. In the meeting, but afterwards we did  25 train every- -- we did -- we did talk to any manager</p> <p style="text-align: right;">Page 22</p>	<p>1 A. Just looks like the picture and then a  2 little -- and just more information on what to write on  3 the document if someone, you know, decided not to --  4 not to sign the Acknowledgement.  5 Q. Okay. So does this document, adequately,  6 reflect what the managers were required to tell their  7 employees in the event an employee didn't sign the  8 document?  9 A. I'll just read the talking points.  10 Q. Sure.  11 A. Yes.  12 Q. Were the managers required to, also, sign the  13 Acknowledgement form?  14 A. No.  15 Q. Aside from these talking points, were the  16 managers forbidden from giving further detail about the  17 Dispute Resolution Program?  18 A. That's not -- no, not forbidden.  19 Q. Did you feel fairly comfortable with the  20 contents of the Dispute Resolution Program?  21 A. Yes.  22 Q. So if an employee had questions about the  23 contents, would you be able to answer the questions?  24 A. I would say yes.  25 Q. Did you have any employees ask you about the</p> <p style="text-align: right;">Page 24</p>
<p>1 that was not at the meeting.  2 Q. And who's Ms. Nalbandian's manager?  3 A. Matt Bodaken.  4 MS. SHAMTOUB: Can we just take a one-minute  5 break?  6 MS. STRAUSS: Sure.  7 (Whereupon a brief recess was held.)  8 MS. SHAMTOUB: Okay. Let's mark as Exhibit 1.  9 (Plaintiffs' Exhibit 1 was marked for  10 identification by the Court Reporter,  11 and a copy is attached hereto.)  12 BY MS. SHAMTOUB:  13 Q. Do you want -- just make sure, after you  14 review this document, to set it on the side for the  15 court reporter.  16 A. Okay.  17 Q. So, do you recognize this document?  18 A. Yes.  19 Q. Can you describe this document?  20 A. This is the talking points. Well, this was --  21 this was the talking points for the managers, but this  22 is a second one that came out after I had already given  23 the managers the original talking points.  24 Q. Do you know what the differences is between  25 this document and the first one?</p> <p style="text-align: right;">Page 23</p>	<p>1 effect of the Dispute Resolution Program on them?  2 A. No.  3 Q. And in the instance of Ms. Nalbandian, did  4 Mr. Bodaken hand Ms. Nalbandian the Dispute Resolution  5 Program?  6 MS. STRAUSS: Objection. Calls for  7 speculation. Lacks foundation.  8 THE WITNESS: He did not.  9 BY MS. SHAMTOUB:  10 Q. Did you hand Ms. Nalbandian the Dispute  11 Resolution Program?  12 A. Yes.  13 Q. Why -- as you said before, typically it was  14 the store managers -- the department managers that were  15 supposed to hand out the Dispute Resolution Program;  16 correct?  17 A. Correct.  18 Q. And in this instance, why didn't Mr. Bodaken  19 do that?  20 A. I don't know.  21 Q. Had you instructed him to hand the Dispute  22 Resolution Program out to Ms. Nalbandian?  23 A. Yes.  24 Q. Did he indicate to you that he would not?  25 A. No.</p> <p style="text-align: right;">Page 25</p>

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<p>1 Q. So how did it come to be that you handed her 2 the Dispute Resolution Program? 3 A. I don't know. 4 MS. STRAUSS: Object that it calls for 5 speculation and lacks foundation. She only knows her 6 piece of it. 7 You can go ahead and answer. 8 THE WITNESS: I don't know. She came to our 9 office. 10 BY MS. SHAMTOUB: 11 Q. And do you recall when it is that you gave 12 Ms. Nalbandian the Dispute Resolution Program? 13 A. I believe it was September 30th. 14 Q. And when was the Dispute Resolution Program 15 supposed to be handed out to employees? 16 A. The initial roll-out to managers was in the 17 month of August. 18 Q. And why did Ms. Nalbandian receive the Dispute 19 Resolution Program in September? 20 A. She was on a leave of absence during that 21 time. 22 Q. Do you recall when she took her leave of 23 absence? 24 A. I don't recall the exact dates, but she was 25 definitely -- she was -- definitely in the month of</p> <p style="text-align: right;">Page 26</p>	<p>1 office to sign the Acknowledgement of Receipt of the 2 Dispute Resolution Program? 3 A. No. 4 Q. Do you know who asked her to come into your 5 office? 6 A. I don't know. I can only assume it was 7 Mr. Bodaken. 8 Q. Did you ask Mr. Bodaken to have her come into 9 your office? 10 A. No. 11 Q. When Ms. Nalbandian did come into your office, 12 did she request to have an opportunity to review the 13 document prior to signing it? 14 A. Yes. 15 Q. Did you give her that opportunity? 16 A. Yes. 17 Q. Did she feel, adequately, informed of the 18 contents of the -- did she express to you that she 19 felt, adequately, informed of the contents of the 20 Dispute Resolution Program? 21 MS. STRAUSS: Objection. Vague. 22 You can go ahead. 23 THE WITNESS: She didn't say those words. 24 BY MS. SHAMTOUB: 25 Q. What did she say to you?</p> <p style="text-align: right;">Page 28</p>
<p>1 August, she was not present. 2 Q. Do you recall when she came back from her 3 leave of absence? 4 A. Mid-September. 5 Q. From the date that she came back to the date 6 that she came to your office and you handed her the 7 Dispute Resolution Program, did you speak with 8 Mr. Bodaken regarding Ms. Nalbandian's Acknowledgement 9 of Receipt of the Dispute Resolution Program? 10 A. Yes. 11 Q. And what was the context of your conversation? 12 A. That I did not have her Acknowledgement form 13 back. 14 Q. And what was Mr. Bodaken's response to you? 15 A. That he would go over the talking points with 16 her. 17 Q. To the best of your knowledge, do you know if 18 Mr. Bodaken did go over the talking points with her? 19 A. I don't know. 20 MS. STRAUSS: Calls for speculation. Lacks 21 foundation. 22 I'm sorry. 23 THE WITNESS: I don't know. 24 BY MS. SHAMTOUB: 25 Q. Did you ask Ms. Nalbandian to come into your</p> <p style="text-align: right;">Page 27</p>	<p>1 A. About the program? What do you mean, "What 2 did she say," specifically? 3 Q. About the Dispute Resolution Program. 4 A. That she was familiar with the program. 5 Q. So then why did she ask you for an opportunity 6 to review it prior to giving you the acknowledge -- 7 signing the Acknowledgement of Receipt? 8 A. I don't know. 9 Q. Did she refused to sign the Acknowledgement of 10 Receipt? 11 A. No. 12 Q. Did you inform her of the effect of signing 13 the Acknowledgement of Receipt? 14 A. No. 15 Q. Do you know -- did you go through the talking 16 points that you -- that you were instructed to go 17 through in the event that an employee refused to sign 18 the Acknowledgement of Receipt? 19 A. Some. 20 Q. Do you know which talking points you went 21 through? 22 A. I went over reminding her of the mailing she 23 would have received back in June and that we wanted to 24 provide her with an updated program. 25 And those are the only two I remember being</p> <p style="text-align: right;">Page 29</p>

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<p>1 able to talk to her about.</p> <p>2 Q. The mailing in June, are you referring to the</p> <p>3 first roll-out?</p> <p>4 A. Mailing in June would have been the -- yeah,</p> <p>5 the first roll-out.</p> <p>6 Q. And do you know if the contents of the first</p> <p>7 roll-out were the same as the contents of the second?</p> <p>8 A. I don't know.</p> <p>9 MS. SHAMTOUB: Let's mark as Exhibit 2.</p> <p>10 (Plaintiffs' Exhibit 2 was marked for</p> <p>11 identification by the Court Reporter,</p> <p>12 and a copy is attached hereto.)</p> <p>13 BY MS. SHAMTOUB:</p> <p>14 Q. Do you recognize this document?</p> <p>15 A. Yes.</p> <p>16 Q. Describe what this document is.</p> <p>17 A. It's the Acknowledgement form.</p> <p>18 Q. Below, is that your signature on that line?</p> <p>19 A. That's my signature.</p> <p>20 Q. Okay. So below your signature, can you -- do</p> <p>21 you see the statement that's in handwriting?</p> <p>22 A. Yes.</p> <p>23 Q. And in that statement -- did you write this</p> <p>24 statement?</p> <p>25 A. I did.</p> <p style="text-align: right;">Page 30</p>	<p>1 Q. But she -- did you say that she refused the --</p> <p>2 the Dispute Resolution Program?</p> <p>3 A. She didn't want to sign to the program (sic),</p> <p>4 and I explained to her, that's not what this signature</p> <p>5 was for.</p> <p>6 Q. Okay. And did she give you any reason for</p> <p>7 refusing to sign on to the program?</p> <p>8 A. No.</p> <p>9 Q. Did she give any reason for refusing to sign</p> <p>10 that Acknowledgement itself?</p> <p>11 A. No.</p> <p>12 MS. SHAMTOUB: Okay. Let's mark as Exhibit 3.</p> <p>13 (Plaintiffs' Exhibit 3 was marked for</p> <p>14 identification by the Court Reporter,</p> <p>15 and a copy is attached hereto.)</p> <p>16 BY MS. SHAMTOUB:</p> <p>17 Q. Ms. Gonzalez, do you recognize this document?</p> <p>18 Maybe you can flip it over to the second page.</p> <p>19 A. Yes.</p> <p>20 Q. Can you describe this document?</p> <p>21 A. It was a declaration.</p> <p>22 Q. Did you prepare the declaration?</p> <p>23 A. No.</p> <p>24 Q. Did you review the contents of the declaration</p> <p>25 prior to signing it?</p> <p style="text-align: right;">Page 32</p>
<p>1 Q. And in that statement you state that</p> <p>2 Ms. Nalbandian refused to sign this Acknowledgement?</p> <p>3 A. Yes.</p> <p>4 Q. Previously, you had stated that she did not</p> <p>5 refuse to sign this Acknowledgement?</p> <p>6 MS. STRAUSS: Mischaracterizes the testimony.</p> <p>7 Go ahead.</p> <p>8 THE WITNESS: She did refuse to sign the</p> <p>9 Acknowledgement at that time. She said she wanted to</p> <p>10 read it over, but she wasn't refusing to sign the</p> <p>11 agree- -- she refused to sign to agree to the program.</p> <p>12 And I explained to her that it was just the</p> <p>13 Acknowledgement -- an Acknowledgement of Receipt. So</p> <p>14 she did refuse to sign the Acknowledgement of receiving</p> <p>15 the document. She took it with her.</p> <p>16 BY MS. SHAMTOUB:</p> <p>17 Q. I'm sorry. Can you repeat that. I didn't</p> <p>18 quite understand.</p> <p>19 A. Which part?</p> <p>20 Q. From the beginning.</p> <p>21 A. She refused -- she did refuse to sign the</p> <p>22 Acknowledgement. She wanted to take it with her, and I</p> <p>23 explained to her that it was just an Acknowledgement</p> <p>24 and that she needed to sign for the fact that we did</p> <p>25 provide her with a copy. So that's why that says that.</p> <p style="text-align: right;">Page 31</p>	<p>1 A. Yes.</p> <p>2 Q. And were the contents of the declaration an</p> <p>3 accurate description of what you believe to be true?</p> <p>4 A. Yes.</p> <p>5 Q. In Paragraph 5 starting at the bottom of Page</p> <p>6 1 and going over to Page 2. On Page 2, in particular,</p> <p>7 you state -- second line down -- when you began to</p> <p>8 review the August 2011 Nordstrom Dispute Resolution</p> <p>9 Agreement with Ms. Nalbandian, "She told me that she</p> <p>10 had already received the copy of the 2011 Nordstrom</p> <p>11 Dispute Resolution Program that was attached to her</p> <p>12 September 19th pay stub and thus indicated that she was</p> <p>13 already familiar with it"; is that correct?</p> <p>14 A. Correct.</p> <p>15 Q. Now, again, just to clarify, Ms. Nalbandian,</p> <p>16 however, still asked you for an opportunity to review</p> <p>17 the document; isn't that correct?</p> <p>18 A. Yes.</p> <p>19 Q. And she still refused to sign the</p> <p>20 Acknowledgement; correct?</p> <p>21 MS. STRAUSS: Objection. Mischaracterizes the</p> <p>22 testimony.</p> <p>23 You can go ahead.</p> <p>24 THE WITNESS: She did not want to sign the</p> <p>25 Acknowledgement form.</p> <p style="text-align: right;">Page 33</p>

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<p>1 BY MS. SHAMTOUB: 2 Q. And why didn't you include that in your 3 declaration? 4 A. I don't know. 5 Q. Prior to taking disability leave, did 6 Ms. Nalbandian speak to you about her -- her assigned 7 hours? 8 A. No. 9 Q. Did she come to ask you that she wanted to 10 make sure that taking disability leave wouldn't, 11 otherwise, impact the number of hours she was assigned 12 per pay period? 13 MS. STRAUSS: I'm sorry. Can you read that 14 back. 15 (The record was read by the Court 16 Reporter as follows: 17 "Q. Did she come to ask you that she 18 wanted to make sure that taking 19 disability leave wouldn't, otherwise, 20 impact the number of hours she was 21 assigned per pay period?") 22 THE WITNESS: No. 23 BY MS. SHAMTOUB: 24 Q. Upon her return. 25 A. No.</p> <p style="text-align: right;">Page 34</p>	<p>1 Q. Anything else? 2 A. No. That would be the -- what we look at for 3 productivity. 4 Q. And what about team? 5 A. Team: It's kind of a -- there's a lot of 6 things that fall under team -- working scheduled 7 shifts, routine relationships, just overall teamwork. 8 Q. Who ranks the team aspect? 9 A. It's not ranked on its own. It's the three 10 combined. 11 Q. Who would give the score for somebody's team 12 performance? 13 A. Their department manager. 14 Q. And would the department manager give the 15 score for the productivity as well as the service? 16 A. Uh-huh. Yes. 17 Q. And what makes up service? 18 A. Interactions with the customer, return 19 clientele -- a number of things: Being productive in 20 customer -- in customer situations. Those are a 21 couple. 22 Q. And how often is -- are each employee -- are 23 employees evaluated for their performance? 24 A. For what purpose? For the ranking or you're 25 just saying overall?</p> <p style="text-align: right;">Page 36</p>
<p>1 Q. Does Nordstrom have a policy regarding 2 assignment of hours to commission-based employees? 3 A. What do you mean by "policy"? 4 Q. Is there a particular company-wide rule that 5 everybody has to follow in terms of how to assign hours 6 to a commission-based employee? 7 A. Yes. 8 Q. And do you know what that rule is? 9 A. It's based on -- we give hours based on 10 ranking in the schedule. 11 Q. I'm sorry. Can you repeat that. 12 A. Hours are distributed based on ranking on the 13 schedule. 14 Q. And how is one ranked on the schedule? 15 A. It's based on performance, on productivity, 16 service and team. 17 Q. And what makes up performance? 18 A. Say that again. 19 Q. What makes up the criteria for performance? 20 A. The three that I just stated -- service, team 21 and productivity -- is how we measure overall 22 performance. 23 Q. Oh, I see. 24 And what makes up productivity? 25 A. The sales per hour.</p> <p style="text-align: right;">Page 35</p>	<p>1 Q. Yes. 2 A. For the ranking purposes it's as needed. 3 Q. Can you give me a bit more parameters for "as 4 needed." 5 Do you have specific timeframes -- quarterly 6 timeframes, for instance, for the managers to provide 7 ranking? 8 A. There's no specific timeframe. It would -- it 9 would just depend on them -- if some employees are 10 showing significant results, either way, in their 11 performance, would call for reranking of schedule. 12 Q. And who makes a determination of whether or 13 not the schedule requires reranking? 14 A. The department manager. 15 Q. Does the department manager need to run that 16 by anybody else prior to making that determination? 17 A. Normally, the department manager would talk to 18 HR or their store manager in regards to possibly -- in 19 regards to, possibly, reranking the schedule. 20 Q. And in -- do you know, for Mr. Bodaken, 21 whether he had recently done a reranking for any of his 22 employees? 23 A. Not to my knowledge, no. 24 Q. Is there a minimum number of hours assigned 25 for full-time employees -- commission-based employees?</p> <p style="text-align: right;">Page 37</p>

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<p>1 A. Can you repeat the question.</p> <p>2 Q. Is there a minimum of hours to be assigned to</p> <p>3 full-time commissioned-based employees?</p> <p>4 MS. STRAUSS: Calls for speculation. Lacks</p> <p>5 foundation.</p> <p>6 You can go ahead.</p> <p>7 THE WITNESS: No.</p> <p>8 BY MS. SHAMTOUB:</p> <p>9 Q. Does Nordstrom have a policy that says, for</p> <p>10 instance, if you're a full-time employee, you're</p> <p>11 entitled to 40 hours per week?</p> <p>12 A. No.</p> <p>13 Q. Are full-time employees given less than</p> <p>14 40 hours per week?</p> <p>15 A. We don't, really, call employees full-time</p> <p>16 employees. We just -- we schedule the business. So</p> <p>17 the hours often vary.</p> <p>18 So there's no, like, set full-time employee</p> <p>19 but -- so I guess -- yeah. I guess that's the only way</p> <p>20 I can answer that question.</p> <p>21 Q. So you -- you don't have a distinction between</p> <p>22 full-time and part-time employees?</p> <p>23 A. The hours vary. So a full-time employee</p> <p>24 normally -- someone who normally works 37 and a half</p> <p>25 hours, we would consider to be working full time.</p> <p style="text-align: right;">Page 38</p>	<p>1 A. I am now.</p> <p>2 Q. How were you informed?</p> <p>3 MS. STRAUSS: I would just caution the witness</p> <p>4 not to share any communications with Counsel.</p> <p>5 You can ask her if she has knowledge of that</p> <p>6 outside of any communication with Counsel.</p> <p>7 BY MS. SHAMTOUB:</p> <p>8 Q. Outside of communication with Counsel?</p> <p>9 A. No.</p> <p>10 Q. Did you instruct Mr. Bodaken to increase</p> <p>11 Ms. Nalbandian's hours --</p> <p>12 A. No.</p> <p>13 Q. -- following her return from disability leave?</p> <p>14 A. No.</p> <p>15 Q. Have you communicated Ms. Nalbandian's</p> <p>16 reduction of hours with Mr. Bodaken?</p> <p>17 A. No.</p> <p>18 Q. Did Mr. Bodaken speak to you about the</p> <p>19 reduction of hours?</p> <p>20 MS. STRAUSS: Objection. Calls for</p> <p>21 speculation. Assumes facts not in evidence.</p> <p>22 You haven't even established that there's a</p> <p>23 reduction of hours that she's aware of.</p> <p>24 You can go ahead.</p> <p>25 THE WITNESS: No.</p> <p style="text-align: right;">Page 40</p>
<p>1 Q. And what would be the designation for a person</p> <p>2 who is part time? How many hours per week?</p> <p>3 A. Anything under 30 we would consider part time.</p> <p>4 Q. So the number of hours assigned to any</p> <p>5 employee -- any commission-based employee is then based</p> <p>6 on their ranking; is that correct?</p> <p>7 MS. STRAUSS: Objection. Mischaracterizes the</p> <p>8 testimony.</p> <p>9 You can go ahead and answer.</p> <p>10 THE WITNESS: Can you repeat the question.</p> <p>11 BY MS. SHAMTOUB:</p> <p>12 Q. The number of hours assigned to any</p> <p>13 employee -- commissioned-based employee is based on</p> <p>14 their ranking; is that correct?</p> <p>15 A. Yes.</p> <p>16 Q. Are there any other factors other than the</p> <p>17 ranking?</p> <p>18 A. Just any -- it depends on the employee's</p> <p>19 request as well.</p> <p>20 Q. So if an employee requested for more hours,</p> <p>21 then the managers can take that into consideration?</p> <p>22 A. Yes, of course.</p> <p>23 Q. So are you aware that Ms. Nalbandian's hours</p> <p>24 were reduced following her return from disability</p> <p>25 leave?</p> <p style="text-align: right;">Page 39</p>	<p>1 BY MS. SHAMTOUB:</p> <p>2 Q. When an employee takes disability leave and</p> <p>3 they return, does Nordstrom guarantee that their hours</p> <p>4 will remain the same?</p> <p>5 A. No.</p> <p>6 Q. What's the policy when an employee takes</p> <p>7 disability leave?</p> <p>8 A. We guarantee the ranking to stay the same</p> <p>9 while they're on the leave.</p> <p>10 Q. Okay. And correct me if I'm wrong, but the</p> <p>11 ranking directly affects the number of hours the person</p> <p>12 is assigned per pay period; correct?</p> <p>13 A. Correct.</p> <p>14 Q. So then, when somebody returns from disability</p> <p>15 leave, if their ranking remains the same, then their</p> <p>16 hours should remain the same as prior to them taking</p> <p>17 off for disability leave?</p> <p>18 MS. STRAUSS: Objection. That</p> <p>19 mischaracterizes the testimony. She identified a</p> <p>20 number of other factors.</p> <p>21 You can go ahead.</p> <p>22 THE WITNESS: No.</p> <p>23 BY MS. SHAMTOUB:</p> <p>24 Q. Can you describe the circumstances where it</p> <p>25 wouldn't remain the same?</p> <p style="text-align: right;">Page 41</p>



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<p>1 A. Business. We -- if -- you know, the months 2 are different according to business. So if she was 3 gone in August and back in September, our staffing may 4 look different in September due to business. 5 Q. Okay. How does business affect your staffing? 6 A. We staff according to business so the hours 7 are -- we give -- we give the amount of hours per 8 department according to the business of that department 9 or the business in the store. Those hours are then 10 divvied up according to ranking. 11 Q. What's -- I see. 12 So what department is Mr. Bodaken in? 13 A. Men's clothing. 14 Q. And how was the business in the men's clothing 15 in August, if you recall? 16 A. I don't remember. 17 Q. Do you recall a sharp decrease in business in 18 the men's department in September? 19 A. I don't remember. 20 Q. Do you have -- is August, typically, thought 21 of as being a more productive time of the year? 22 MS. STRAUSS: Objection. Vague. 23 You can go ahead. 24 BY MS. SHAMTOUB: 25 Q. Are sales, typically, higher in August than</p> <p style="text-align: right;">Page 42</p>	<p>1 A. No. 2 Q. Is that all within the purview of the manager? 3 A. It's understood that it's according to 4 ranking. 5 MS. SHAMTOUB: I'm pretty much down. 6 So if you have -- 7 MS. STRAUSS: Can we take a quick break. 8 MS. SHAMTOUB: Sure. 9 (Whereupon a brief recess was held.) 10 MS. STRAUSS: I think there's something the 11 witness wanted to clarify. 12 MS. SHAMTOUB: Okay. Go ahead. 13 THE WITNESS: I wanted to clarify from -- as 14 far as the refusal of Nune signing the Acknowledgement 15 form, I just wanted to clarify from your question in 16 the beginning. 17 I don't think I understood it right, but Nune 18 only refused to sign the Acknowledgement form at that 19 moment. She never refused or told me she refused to be 20 a part of the actual program, which is what I thought 21 you were asking me in the beginning. 22 She never said she didn't want to be -- the 23 program to apply to her. She just didn't want to sign, 24 at that moment, the Acknowledgement of Receipt. 25 So I just wanted to clarify that because I</p> <p style="text-align: right;">Page 44</p>
<p>1 they are in September? 2 MS. STRAUSS: Objection. Lacks foundation. 3 Calls for speculation. 4 THE WITNESS: It's hard to answer. It just 5 depends. 6 BY MS. SHAMTOUB: 7 Q. Now, when business affects staffing, does the 8 HR department first learn of the business trend and 9 then communicate that to the -- to the managers? 10 A. Yes. 11 Q. And how far in advance are you made aware of, 12 you know, the hours to be assigned to a particular 13 department? 14 A. About a month. Prior to that month. 15 Q. And do you know the number of hours that the 16 business -- I'm sorry -- that the men's department is 17 assigned in -- in September? Do you know that? 18 A. No, I don't know. 19 Q. Do you know the number of hours that they're 20 assigned in November? 21 A. No. Not from the top of my head, no. 22 Q. When you communicate the number of hours 23 assigned to each department to the manager, do you, 24 also, give them any guidelines about how to distribute 25 these hours?</p> <p style="text-align: right;">Page 43</p>	<p>1 don't think -- I think I got confused in the 2 beginning -- 3 MS. SHAMTOUB: Okay. 4 THE WITNESS: -- on that question. 5 MS. SHAMTOUB: Lara, do you have any 6 questions? 7 MS. STRAUSS: I don't have any questions. 8 MS. SHAMTOUB: Okay. So that's the end of the 9 deposition. 10 THE WITNESS: Okay. 11 MS. SHAMTOUB: I'll just go through the last 12 part. Do you think 15 days would be sufficient for you 13 to review the document and make any changes to it? 14 It's gonna be quite small. 15 THE WITNESS: Yes. 16 MS. SHAMTOUB: So we'll have the document -- 17 the transcript sent to Lara's office, and then she can 18 send that over to you. 19 You'll have 15 days to review it. Thereafter, 20 if we don't receive any notification of changes to the 21 transcript, we'll assume that the transcript, as it is, 22 is the correct form, and that there are no changes to 23 it; okay? 24 THE WITNESS: Okay. 25 MS. STRAUSS: And you don't, actually, need to</p> <p style="text-align: right;">Page 45</p>

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<p>1 worry about that. I will stipulate to that that you  2 can have -- the original of the deposition transcript  3 will be sent to my office?  4 MS. SHAMTOUB: Right.  5 MS. STRAUSS: Is that correct?  6 MS. SHAMTOUB: Yes.  7 MS. STRAUSS: And then we are reserving --  8 because we are in federal court -- the opportunity for  9 the witness to make changes. So we'll follow that  10 process, and then will we keep the original of the  11 transcript?  12 MS. SHAMTOUB: Yes.  13 MS. STRAUSS: Okay. So we'll keep the  14 original of the transcript. The signature page and any  15 changes to it will be sent to opposing counsel's office  16 within five days of receipt. And if for any reason we  17 need something longer than the 15 days for some reason,  18 in light of the holidays, then we'll contact your  19 office.  20 MS. SHAMTOUB: Okay. Not a problem. And if  21 the original is lost or otherwise unavailable, a  22 certified copy can be used in lieu of the original at  23 the time of trial.  24 MS. STRAUSS: So stipulated.  25 MS. SHAMTOUB: And so we stipulate to relieve</p> <p style="text-align: right;">Page 46</p>	<p>1 I certify or declare under  2 declaration under penalty of perjury  3 that the foregoing testimony is true  4 and correct.  5  6 Executed this ____ day of  7 _____,  8 2011, at _____,  9 California.  10  11  12  13  14  15  16  17  18  19  20  21  22  23  24  25</p> <p style="text-align: center;">_____  BLANCA GONZALEZ</p> <p style="text-align: right;">Page 48</p>
<p>1 the court reporter of his duties and that will conclude  2 our deposition.  3 MS. STRAUSS: And can we just relieve the  4 court reporter of his duties with respect to retention  5 of the transcript, but not with respect to other  6 duties, I think.  7 MS. SHAMTOUB: Certainly. Yes.  8 (Whereupon, the proceedings recessed at  9 the hour of 10:32 a.m.)  10  11  12  13  14  15  16  17  18  19  20  21  22  23  24  25</p> <p style="text-align: right;">Page 47</p>	<p>1 STATE OF CALIFORNIA )  2 ) ss  3 COUNTY OF LOS ANGELES )  4  5 I, WILLIE ANDERSON, JR., Certified Shorthand  6 Reporter qualified in and for the State of California,  7 do hereby certify:  8 That the foregoing transcript is a true and  9 correct transcription of my original stenographic  10 notes.  11 I further certify that I am neither attorney or  12 counsel for nor related to or employed by any of the  13 parties to the action in which this proceeding was  14 taken; and furthermore, that I am not a relative or  15 employee of any attorney or counsel employed by the  16 parties hereto or financially interested in the action.  17 IN WITNESS WHEREOF, I have hereunto set my hand  18 this _____ day of _____, 2011.  19  20  21  22  23  24  25</p> <p style="text-align: center;">_____  WILLIE ANDERSON, JR.  CSR No. 13385</p> <p style="text-align: right;">Page 49</p>



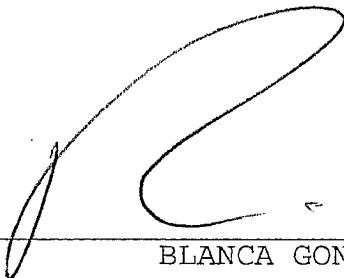
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1 I certify or declare under  
2 declaration under penalty of perjury  
3 that the foregoing testimony is true  
4 and correct.

5  
6 Executed this 27 day of  
7 December,  
8 2011, at Colandale,  
9 California.

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\_\_\_\_\_  
BLANCA GONZALEZ

1 STATE OF CALIFORNIA )

2 ) ss

3 COUNTY OF LOS ANGELES )

4 I, Willie Anderson, Jr., Certified Shorthand Reporter  
5 qualified in and for the State of California, do hereby  
6 certify:

7 That the foregoing transcript is a true and  
8 correct transcription of my original stenographic notes.

9 I further certify that I am neither attorney or  
10 counsel for, nor related to or employed by any of the parties  
11 to the action in which this proceeding was taken; and  
12 furthermore, that I am not a relative or employee of any  
13 attorney or counsel employed by the parties hereto or  
14 financially interested in the action.

15 IN WITNESS WHEREOF, I have hereunto set my hand  
16 this 5<sup>th</sup> of December, 2011.

17   
18 Willie Anderson, Jr.,

19 CSR No. 13385  
20  
21  
22  
23  
24  
25

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**ERRATA SHEET**

<b>Page</b>	<b>Line</b>	<b>Correction</b>	<b>Reason for Change</b>
14	8	Change "No." to "Yes."	Refreshed recollection after reviewing documents related to the dispute resolution program roll-out.
29	11	Change "No." to "Yes, at that time. She said she would sign it later, but never did."	Clarification after reviewing question.

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## UPDATE TO DISPUTE RESOLUTION PROGRAM

### ROLL-OUT OF PROGRAM TO CURRENT EMPLOYEES

#### REQUIRED ACTIONS

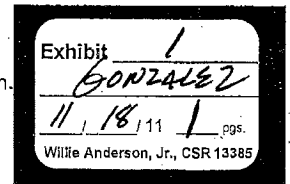
1. Meet with your team to rollout updated dispute resolution program
2. Review Talking Points (below) with your team
3. Hand out Dispute Resolution program (with Acknowledgement stapled to on top)
4. Request and obtain signatures from all employees on acknowledgement forms.
  - Make a copy of the signed Acknowledgement page and provide it to the employee if the employee requests it.
  - If an employee refuses to sign the Acknowledgement for any reason, follow-up with them so that they know it is simply an acknowledgment reflecting they received the updated DR Program; it is not an Agreement. We just need to track who received the materials. Let them know if they still choose not to sign, you will notate on the Acknowledgment form that they received the updated Program. Let them know regardless of whether they sign, the updated Program applies to their employment effective immediately.  
What to notate on the form: "On x date, I hand-delivered a copy of the updated DR Program to <employee name> who refused to sign this acknowledgment." Sign your name, print employee number, and date.
5. Record employee acknowledgement information on the report and return completed reports and signed acknowledgement forms to Human Resources.

#### TALKING POINTS FOR DEPARTMENT MANAGERS

- You should have received the Program via mail back in June but we want to ensure you have the most current version
- The program has been updated for two main reasons:
  - to provide further clarification on what claims are covered by arbitration
  - to update the phone number
- We want to provide you a copy of an updated Dispute Resolution Program and emphasize how important the open door process is to the company
- The door is always open should you have any questions or concerns related to work; every employee should feel that their work-related concerns are heard and when appropriate acted upon; this Program ensures that happens, which means a better working relationship and stronger company all around
- For tracking purposes, I need you to sign this form acknowledging that you have received the new Program

#### QUESTIONS AND ANSWERS

- Q. Do I have to sign the Acknowledgement form?
- A. The Acknowledgement form simply acknowledges that you have received the Program information. If you choose not to sign the Acknowledgement form, HR will document that you have received the information. Regardless of whether you sign it, the updated Dispute Resolution Program applies to your employment effective immediately.
- Q. Why did you mail the program to me in June and you are now asking me to sign it?
- A. We wanted to mail it out pre-Anniversary so that we could reach the largest group possible; as a regular employee, we want to talk to you about the importance of the open door and ensure you have the most current version.
- Q. I have specific questions about the Program itself. Who can I talk to?
- A. HR is your best resource for any detailed or specific questions about the Dispute Resolution Program.



For Manager Use Only - Not To Be Distributed

**NORDSTROM**

2734\_DM\_TalkingPoints\_082411

NOR000002

**Exhibit 8**

Ex1

## Nordstrom Dispute Resolution Agreement

I acknowledge that I have received a copy of the Nordstrom Dispute Resolution Agreement and understand that it will continue to apply even after my separation from Nordstrom.

Nine Nabandian 6712418  
Employee Name (please print) Employee Number

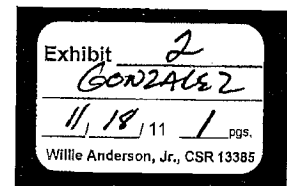
[Signature] 9/30/11  
Employee Signature Date

- Bianca Gonzalez  
On 9/30, I hand delivered a copy of the updated DR program to Nine Nabandian who refused to sign this acknowledgment

If you are under the age of 18 (and are un-emancipated), your parent or legal guardian must also sign below.

\_\_\_\_\_  
Parent /Legal Guardian Name Signature (please print)

\_\_\_\_\_  
Parent /Legal Guardian Name Signature Date



NORDSTROM

Ex 2

1 JULIE A. DUNNE, Bar No. 160544  
2 LARA K. STRAUSS, Bar No. 222866  
3 JOSHUA LEVINE, Bar No. 239563  
4 LITTLER MENDELSON  
5 A Professional Corporation  
6 501 W. Broadway, Suite 900  
7 San Diego, CA 92101.3577  
8 Telephone: 619.232.0441

9 Attorneys for Defendant  
10 NORDSTROM, INC.

11 UNITED STATES DISTRICT COURT  
12 CENTRAL DISTRICT OF CALIFORNIA

13 GINA BALASANYAN; NUNE  
14 NALBANDIAN, on behalf of  
15 themselves all others similarly  
16 situated,

17 Plaintiff,

18 v.

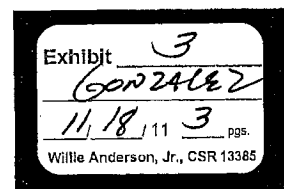
19 NORDSTROM, INC., a Washington  
20 Corporation; and DOES 1-100,  
21 inclusive,

22 Defendant.

Case No. 11cv5689 DDP (JCGx)

23 **DECLARATION OF BLANCA  
24 GONZALEZ IN SUPPORT OF  
25 MOTION TO COMPEL  
26 ARBITRATION AND STAY ALL  
27 CIVIL COURT PROCEEDINGS**

28 Date: November 7, 2011  
Time: 10:00 a.m.  
Ctmm.: 3  
Judge: Hon. Dean Pregerson



1 I, Blanca Gonzalez, declare and state as follows:

2 1. I am employed by Nordstrom, Inc. ("Nordstrom") in California as the  
3 Human Resources Manager for the store located at the Glendale Galleria in Los  
4 Angeles County, California ("Glendale Galleria store"). I am an authorized custodian  
5 of Nordstrom's records pertaining to human resources matters at the Glendale Galleria  
6 store, including the dates individuals worked for Nordstrom, the distribution of human  
7 resources policies and documents to employees and documents maintained by  
8 Nordstrom's human resources employees. All of the information set forth in this  
9 declaration is based on my personal and first-hand knowledge or based on documents  
10 created and kept and practices conducted in the regular course of Nordstrom's  
11 business. If called and sworn as a witness, I could and would competently testify  
12 thereto.

13 2. In my role as the Human Resources Manager, I have access to a database  
14 that shows dates of employment for Nordstrom employees, store location and current  
15 positions. As reflected in that database, Plaintiff Nune Nalbandian is currently  
16 employed by Nordstrom as a salesperson at the Glendale Galleria store.

17 3. In August 2011, Nordstrom distributed an updated Dispute Resolution  
18 Agreement, which is part of a document called the Nordstrom Dispute Resolution  
19 Program. A true and correct copy of the August 2011 Nordstrom Dispute Resolution  
20 Program is attached to this declaration as Exhibit A.

21 4. The company's roll-out process for the August 2011 Nordstrom Dispute  
22 Resolution Agreement included hand-delivery of the document to employees in the  
23 Glendale Galleria store, posting the document on the company intranet, and  
24 distributing an additional copy of the document to employees along with their pay  
25 stub dated September 19, 2011.

26 5. Because Ms. Nalbandian was on a leave of absence when a copy of the  
27 August 2011 Nordstrom Dispute Resolution Agreement was hand-delivered to  
28 employees in the store in August 2011 as part of the roll-out, on September 30, 2011, I

DECLARATION OF BLANCA GONZALEZ


1.

11cv5689



1 personally handed Ms. Nalbandian a copy of the August 2011 Nordstrom Dispute  
2 Resolution Agreement. When I began to review the August 2011 Nordstrom Dispute  
3 Resolution Agreement with Ms. Nalbandian, she told me that she had already received  
4 the copy of the 2011 Nordstrom Dispute Resolution Agreement that was attached to  
5 her September 19, 2011 pay stub and thus indicated that she was already familiar with  
6 it. Ms. Nalbandian returned from her leave of absence on or around September 16,  
7 2011.

8 I declare under penalty of perjury under the laws of the United States of  
9 America and the State of California that the foregoing is true and correct. Dated and  
10 signed on October 7, 2011, in Glendale, California.

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12   
13 BLANCA GONZALEZ  
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